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SHERIFFS—TORTS COLORE OFFICII.—Protection to a sheriff by a writ of sequestration issued in conformity to law is denied in *Vickery* v. *Crawford* (Tex.), 49 L. R. A. 773, where he seizes property in possession of and owned by a stranger to the writ.

Not only is the sheriff himself responsible where he arrests the person or seizes the goods of one who is a stranger to the writ, but his sureties are likewise responsible, where he acts *colore officii*. *Sangster* v. *Commonwealth*, 17 Gratt. 124; *Lammon* v. *Feusier*, 111 U. S. 17; note 46 Am. Dec. 509–517.

CORPORATIONS—IMPLIED POWERS OF A PRESIDENT.—The power of the president of a corporation to bind it by contracts which, as appears by the note to *Waite* v. *Nashua Armory Association* (N. H.), 14 L. R. A. 356, exists by implication only so far as the custom or course of business of the company creates it, is held, in *Wells, Fargo & Co.* v. *Enright* (Cal.), 49 L. R. A. 647, to exist in the president of a bank, with respect to a contract waiving the defense of the statute of limitations, where he was the general manager, and allowed to act according to his judgment, under a by-law giving him general supervision of the business.

PERSONAL INJURIES—INCREASED INJURY CAUSED BY FOLLOWING OR DISOBEYING PHYSICIAN'S ADVICE.—An injured person who follows the suggestion of a physician sent to him by a person whom he had sued for injuring him, and tries to stand on an injured leg after he and his own physician have said that he cannot bear his weight upon it, is held, in *Pearl* v. *West End St. R. Co.* (Mass.), 49 L. R. A. 826, to assume the risk of so doing.

With the case there is annotation reviewing the decisions on obeying or disobeying a physician, as affecting the remedy of an injured person against the one who injured him.

RAILROADS—FIRES SET BY LOCOMOTIVE—EVIDENCE—PRESUMPTION.—A presumption of negligence on the part of a railroad company when sparks issuing from a locomotive kindle a fire and destroy adjacent property is indulged by the court in *McCullen* v. *Chicago & N. R. Co.* (C. C. A. 8th C.), 49 L. R. A. 642, but is denied in *Garrett* v. *Southern R. Co.* (C. C. A. 6th C.), 49 L. R. A. 645. These cases illustrate the irreconcilable conflict of the authorities on this subject, which further is shown by a note in 15 L. R. A. 40.

See *Kimball* v. *Borden*, 95 Va. 203, 97 Va. 477; *Tutwiler* v. *C. & O. R. Co.*, 95 Va. 443; 2 Va. Law Reg. 861.

MUNICIPAL CORPORATIONS — LIMIT OF INDEBTEDNESS — CONTINUING CONTRACTS.—On the question what constitutes an indebtedness within the meaning of constitutional and statutory restrictions, which is considered at length in a note in 23 L. R. A. 402, showing that the authorities are not agreed in respect to contracts for continuing services or benefits to be paid out for current revenues, the recent case of *South Bend* v. *Reynolds* (Ind.), 49 L. R. A. 795, holds that such indebtedness is not created by a contract under which a person is to build a city hall, upon city land, and lease it to the city, with an option for purchase.

See also monographic note to *Beard* v. *Hopkinsville* (Ky.), 44 Am. St. Rep. 229–243.